

**STANLY COUNTY  
BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
JULY 12, 2010**

**COMMISSIONERS PRESENT:**

Tony Dennis, Chairman  
Gene McIntyre, Vice Chairman  
Lindsey Dunevant  
Jann Lowder  
Sherrill Smith

**COMMISSIONERS ABSENT:**

None

**STAFF PRESENT:**

Andy Lucas, County Manager  
Jenny Furr, County Attorney  
Tyler Brummitt, Clerk to the Board

**CALL TO ORDER**

The Stanly County Board of Commissioners (the "Board") met in regular session on Monday, July 12, 2010 at 7:00 p.m. in the Commissioners Meeting Room, Stanly Commons. Chairman Dennis called the meeting to order and Vice Chairman McIntyre gave the invocation.

**APPROVAL / ADJUSTMENTS TO THE AGENDA**

It was requested agenda items three (3) and four (4) be reversed and agenda item six (6) be tabled until the August meeting. Vice Chairman McIntyre moved to approve the agenda with the requested changes and was seconded by Commissioner Smith. The motion passed by unanimous vote.

**ITEM # 1 – RETIREMENT AWARD PRESENTATION**

The Board recognized Kaye Cagle of the Department of Social Services who recently retired with more than twenty years of service to the County.

**ITEM # 2 – PETITION TO CLOSE EASEMENT ON RETTIE LANE, OAKBORO, NC**

**Petitioners: Alan E. Barbee and Lori D. Barbee**

**Presenter: Attorney Bob Odom**

Mr. Odom stated that pursuant to NC G.S. 153A-241, the Barbees have filed a petition to close a portion of a sixty (60) foot wide access easement as shown in Plat Book 9 Page 56 lying between Tract 10 on the East, all of Tract 11 and a portion of Tract 12 on the West of Rettie Lane for use as a private driveway. Attorney Odom advised the Board that both petitioners were present and available to answer questions if necessary. He then introduced the "Notice of Intent to Close" requiring Board approval and requested the public hearing be scheduled for the August 9, 2010 meeting to receive public comment on the closure.

Motion to approve the resolution and to schedule the public hearing for August 9, 2010 was made by Commissioner Dunevant and seconded by Vice Chairman McIntyre. The motion passed unanimously.

**See Exhibit A**

**Resolution of Notice of Intent to Close Part of Rettie Lane, Oakboro, NC**

**ITEM # 3 – PUBLIC HEARING – MICHELIN, N.A. PERFORMANCE AGREEMENT**

**Presenter: Kevin Gullette, EDC Director**

Mr. Gullette provided an overview of the proposed incentive agreement between Stanly County, the Town of Norwood, and Michelin, N.A. The company plans to expand its Norwood facility and invest \$11 million dollars over the next three years to create a minimum of 74 new jobs.

Chairman Dennis declared the public hearing open. Hearing no comments, the public hearing was closed.

Commissioner Smith moved to approve the incentive agreement with Michelin, N.A. and was seconded by Commissioner Lowder. The motion passed by a 5 – 0 vote.

Below is the incentive agreement as approved:

**PERFORMANCE AGREEMENT: BETWEEN STANLY COUNTY, NC, THE TOWN OF NORWOOD, NC AND MICHELIN NORTH AMERICA, INC.**

STANLY COUNTY: Stanly County Board of Commissioners  
1000 N. First Street, Suite 10  
Albemarle, NC 28001

TOWN OF NORWOOD: Town of Norwood  
116 South Main Street  
Norwood, NC 28128

COMPANY: Michelin NA  
One Parkway South  
Greenville, SC 29602

This agreement made and entered into this the 19th day of April, 2010 by and among The County of Stanly, a body politic and corporate of the State of North Carolina (appearing hereinafter as "County"), The Town of Norwood, a municipal corporation of the State of North Carolina (appearing hereinafter as "Town"), and Michelin North America, a Greenville South Carolina Company licensed to do business within the United States and North Carolina (appearing hereinafter as "Company").

**WITNESSETH**

THAT WHEREAS, the County and City have offered to the Company an inducement package as hereinafter set forth; and

WHEREAS, but for the offer of incentives the Company would not be expanding its facility within Stanly County; and

WHEREAS, the Company has agreed to meet and continue meeting the minimum investment and employment requirements as hereinafter set forth;

NOW, THEREFORE, the parties hereto in consideration of these mutual covenants and agreements passing from each to the other do hereby agree as follows:

## **1. INDUSTRIAL INVESTMENT AND EMPLOYMENT AGREEMENT**

**A. PROJECT SCOPE:** The Project is described in Schedule A. (see attached)

**A. INVESTMENT:** The Company shall invest a minimum \$11,000,000 in addition to 2010 assessments in real and taxable business personal property. The Company shall maintain the minimum taxable investment for a period of at least ten years through and including 2020. If total increase of taxable investment shall fall below the minimum investment levels due to removal of equipment as assessed by the Stanly County Tax Assessor, the amount of the following annual installment will be reduced by a pro-rata percentage of the shortfall.

**B. EMPLOYMENT:** At the expiration of this agreement, the Company shall employ the equivalent of 74, new full-time employees in accordance with "Schedule A" below. Employees counted toward this total shall include new employees of the Company with a hire date of April 12, 2010 or later, provided such employees are located in Stanly County on a full time basis. Employees of the Company will be eligible to participate in Company sponsored health insurance and retirement programs. Proof of employment shall be provided in the form of a notarized statement from an officer within the company and will be verified by the County with the North Carolina Employment Security Commission. For purposes of this section "74 full-time employees" shall be defined as 74 actively employed individuals and shall not include vacant positions for which the Company is actively or otherwise recruiting. It is understood that vacancies occur and that when such occur the Company will immediately, or as soon as is reasonably possible thereafter, fill the vacancy.

**C. GRANT PARTICIPATION:** The Company agrees to partner, through the commitment to create new jobs, with the Town of Norwood, Stanly County and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The Company agrees to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding. The Company shall be liable for, or required to, provide a financial contribution in order to secure said funding for building improvements.

**D. STATUTORY COMPLIANCE:** The Company understands that the County's participation is contingent upon compliance with N.C. General Statute 158- 7.1.

## **2. INDUCEMENT PACKAGE**

### **A. COUNTY COMMITMENT**

(1.) COUNTY INDUCEMENT GRANT: The County, upon completion of this agreement, shall provide to the Company an inducement to offset facility development and acquisition costs in an amount equal to 90% of assessed value on the new investment for the first four years of this agreement. The County will provide to

the Company an inducement to offset facility development and acquisition costs in an amount equal to 85% of assessed value on the new investment for six additional years. The first installment shall occur during November of the 2011 calendar year upon receipt of proof that the minimum employment and investment numbers (Section 1 above) have been met and that all local property taxes on the real and business personal property owned by the Company and located within Stanly County have been paid. Proof of investment and tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Proof of employment shall be a notarized statement by an officer within the Company. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the County.

#### **B. TOWN COMMITMENT**

(1.) TOWN INDUCEMENT GRANT: The Town, upon completion of this agreement, shall provide to the Company an inducement to offset facility development and acquisition costs in an amount equal to 90% of assessed value on the new investment for the first four years of this agreement. The Town will provide to the Company an inducement to offset facility development and acquisition costs in an amount equal to 85% of assessed value on the new investment for six additional years. The first installment shall occur during November of the 2011 calendar year upon receipt of proof that the minimum employment and investment numbers (Section 1 above) have been met and that all local property taxes on the real and business personal property owned by the Company and located within the Town of Norwood have been paid. Proof of investment and tax payment shall be a verified copy of a tax receipt from the County Tax Collector. Proof of employment shall be a notarized statement by a Certified Public Accountant, licensed in the State of North Carolina. Subsequent annual installments will occur during the month of November for the term of this agreement, provided proof of payment of all property taxes and verification of employment and investment levels has been submitted to the City.

#### **D. GRANT PARTICIPATION:**

The County and Town agree to partner, through the commitment to create new jobs, with the Company and other applicable agencies to apply for grants in order to facilitate the successful completion of this project. The County and Town agree to meet with program representatives, and to participate in the grant request process as necessary to secure the required funding. The County and Town shall be liable for, or required to, provide a financial contribution in order to secure said funding for building improvements or other applicable aspects of the project requiring grant funding.

### **3. EXPANSION OPPORTUNITY**

Participation in this agreement shall not exclude the Company from consideration for additional incentives from either the Town or the County either during or upon completion of this agreement. Future projects shall be considered on a case-by-case basis and induced at the discretion of the County and/or Town based on new taxable investment and job creation in excess of the minimum levels outlined in "Section 1" above. Any such agreement shall require a separate "Performance Agreement" which shall conform with all relevant State Statutes.

#### **4. PROOF AND CERTIFICATION**

The officials of all parties to this Agreement shall furnish the necessary reports and certificates to verify that each party's respective goals are met. Once the Company maintains its investment and employment goals for the term of this agreement it will no longer need to furnish these reports.

Acceptable forms of proof for taxable investment shall be the records of the County Tax Assessor. Acceptable forms of proof of payment of taxes shall be in the form of cancelled checks, and/or receipts of payment from the County Tax Collector. Acceptable forms of proof for employment numbers shall be in the form of a notarized statement from a North Carolina licensed Certified Public Accountant and be verifiable with the North Carolina Employment Security Commission.

#### **5. REMEDY**

**A. INDUCEMENT PACKAGE:** If the County or Town does not meet and maintain the terms set forth in the inducement package, the Company has the option to reduce the amount of its investment and employment package by a pro-rated share upon thirty (30) days written notice to the County and City.

**B. DELAY OF INCENTIVE INITIATION:** If the Company does not meet employment and investment goals enumerated above by January 1, 2012, the onset of this agreement may be delayed one (1) year, at the option of the Company. Written notification of a request to delay onset must be received by the County no later than December 31, 2010. This agreement shall initiate no later than January 1, 2011 and shall expire no later than December 31, 2022.

**C. INVESTMENT AND EMPLOYMENT PACKAGE:** If the Company does not meet and maintain either the investment or employment goals within the annual timetable set forth in this agreement, and does not opt to delay the onset of this agreement as described above, then the county will reduce the annual installment payment on a pro-rata basis until such time as the Company once again meets both the investment and employment goals. Pro-rata reduction shall be computed based on the percentage of the goal not met. If both investment and employment goals are not met, the larger percentage of shortfall will be applied. In order to qualify for the full reimbursement, both investment and employment must meet or exceed the minimum standards outlined above.

#### **6. SEVERABILITY**

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remaining terms, or provisions of this Agreement shall not be affected thereby; and in lieu of such illegal, invalid or unenforceable term or provision, there shall be added by mutual agreement to this Agreement, a legal, valid, or enforceable term or provision, as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

#### **7. COMPLIANCE WITH THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACTS OF NORTH CAROLINA GENERAL STATUTES**

All appropriations and expenditures pursuant to this agreement shall be subject to the provisions of the Local Government Budget and Fiscal Control acts of the North Carolina General Statutes for cities and counties and shall be listed in the annual report submitted to the Local Government Commission by both the County and the City.

## **8. GOVERNING LAWS**

This Agreement shall be governed and construed by the Laws of the State of North Carolina.

### **AGREEMENT REVIEWED AND ACCEPTED BY:**

_____ President and CEO Michelin North America	_____ Date	_____ Attest: Title:	_____ Date
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_____ Mr. Tony Dennis Chairman Stanly County Commissioners	_____ Date	_____ Attest: Tyler Brummitt Clerk to the Board Stanly County Commissioners	_____ Date
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_____ Mr. Harry Beeker Mayor City of Locust	_____ Date	_____ Attest: Town Clerk Town of Norwood	_____ Date
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## **ITEM # 4 – PLANNING & ZONING**

**Presenter: Michael Sandy, Planning Director**

### **A. Public Hearing – ZA 10-07- Rezoning request for Todd and James Schad**

It was requested that a 9.17 acre tract (Tax Rec. 21414) with the exception of 100 feet along Stony Mountain Road and a 23.15 acre tract (Tax Rec. 5506) located at the corner of Stony Mountain and NC 24/27/73 currently zoned R-A be rezoned to G-B. The purpose is to allow expansion of an existing commercial use currently located on the adjacent property.

Chairman Dennis declared the public hearing open. Having no one come forward to speak, the hearing was closed.

Vice Chairman McIntyre moved to approve ZA 10-07 and was seconded by Commissioner Lowder. The motion passed by unanimous vote.

### **B. Public Hearing – ZA 10-08 – Text Amendment Regarding Wind Energy Systems**

It was requested the Board consider adding Section 808 to allow Wind Energy Systems as a permitted use in R-A, R-R, R-20, G-B, H-B, M-1, and M-2; amend Section 804 to add 804.4 to set height limitations for Wind Energy Systems; add Section 1302.96 to define Small Wind Energy System and 1302.97 to define Large Wind Energy System.

After a brief period of discussion, Chairman Dennis declared the public hearing open. Having no one come forward, the hearing was closed.

Motion to approve ZA 10-08 was made by Commissioner Smith and seconded by Commissioner Lowder. The motion passed with a vote Of 5 – 0.

**C. Public Hearing – ZA 10-09 – Text Amendment Regarding Yard Sales**

Planning Staff recommended that yard sales be clarified as a different use than a business. With the proposed amendment, yard sales will be limited to two (2) days and can be held up to four (4) times during any given twelve (12) month period, must be held in conjunction with a residential structure in a residential zone, and off street parking provided. Group yard sales would be allowed with the same requirements. The Yard Sale amendment would apply to zoning districts R-A, R-40, R-20, R-10, R-8, R-MH, and RR.

Chairman Dennis declared the public hearing open. With no one coming forward, the hearing was closed.

Motion to approve ZA 10-09 was made by Vice Chairman McIntyre and seconded by Commissioner Smith. The motion passed unanimously.

**ITEM # 5 – PUBLIC HEARING – RURAL OPERATING ASSISTANCE PROGRAMS (ROAP) FUNDS**

**Presenter: Gwen Hinson, Transportation Director**

Ms. Hinson provided a brief overview of the Rural Operating Assistance Program and requested Board approval to allow the Transportation Services Department to apply for, receive, and distribute the following funds: 1) Elderly and Disabled Transportation Assistance Program (EDTAP) in the amount of 83,502.00, 2) Work First / Employment Assistance Program in the amount of \$24,268.00, and 3) Rural General Public (RGP) in the amount of \$94,542.00.

Chairman Dennis declared the public hearing open. Hearing no comments, the hearing was closed.

Vice Chairman McIntyre moved to approve the application for, receipt of and distribution of the above mentioned funds with all funds to be administered by the Transportation Services Department. The motion was seconded by Commissioner Dunevant and passed with a vote of 5 – 0.

**Item # 6 – PRESENTATION OF THE STANLY COUNTY PARKS, RECREATION AND TRAILS MASTER PLAN**

**Presenter: Toby Thorpe, Albemarle Parks & Recreation Department**

This item was tabled until the August meeting.

**ITEM # 7 – HISTORIC PRESERVATION COMMISSION (HPC) BOARD APPOINTMENTS**

**Presenter: Commissioner Lindsey Dunevant**

It was requested the following individuals be appointed to the HPC Board:

Christy Stoner for reappointment to a second term from July 1, 2010 – June 30, 2013  
Patricia Bramlett for reappointment to a second term from July 1, 2010 – June 30, 2013  
Kent Newport for appointment to a first term from July 1, 2010 – June 30, 2013 to replace Banks Garrison who served two consecutive terms and is ineligible to be reappointed

Commissioner Dunevant moved to approve the appointments and seconded by Vice Chairman McIntyre. The motion passed by unanimous vote.

**ITEM # 8 – STANLY COMMUNITY COLLEGE TRUSTEE APPOINTMENT****Presenter: Andy Lucas, County Manager**

It was requested Nadine Bowers be reappointed to serve a second four (4) year term on the Stanly Community College Board of Trustees from July 1, 2010 – June 30, 2014.

Commissioner Smith moved to approve the reappointment of Nadine Bowers and was seconded by Commissioner Lowder. The motion passed with a 5 – 0 vote.

**ITEM # 9 – VOTING DELEGATE FOR THE 2010 NCACC ANNUAL CONFERENCE****Presenter: Andy Lucas, County Manager**

Vice Chairman McIntyre moved to appoint Chairman Dennis as voting delegate for the NCACC Annual Conference in Pitt County. His motion was seconded by Commissioner Smith and passed unanimously.

**ITEM # 10 – GASTON COMMUNITY ACTION'S BOARD OF DIRECTORS****Presenter: Andy Lucas, County Manager**

Commissioner Smith moved to table this item until the August meeting in order to obtain additional information regarding the date, time and location of the meetings. Vice Chairman McIntyre seconded the motion which passed by a 5 – 0 vote.

**ITEM # 11 – CONSENT AGENDA****Presenter: Chairman Dennis**

- A. Minutes for the meetings of June 7, June 10, June 17, June 24, and June 28, 2010
- B. Finance – Monthly Financial Report for Eleven Months Ended May 31, 2010
- C. Tax refund for Claude H. Harwood, Jr.
- D. Tax Release & Discovery Report for May & June 2010
- E. Cottonville Water Project's Deed of Easement

Vice Chairman McIntyre made the motion to approve the consent agenda as presented and was seconded by Commissioner Smith. The motion passed by unanimous vote.

**PUBLIC COMMENT**

None

**GENERAL COMMENTS**

None

**CLOSED SESSION**

Vice Chairman McIntyre moved to recess the meeting into closed session to consult with the county attorney in accordance with G.S. 143-318.11(a)(3) to discuss APGI's public records lawsuit and the county's 401 water quality permit intervention. The motion was seconded by Commissioner Dunevant and passed unanimously.

**ADJOURN**

Commissioner Smith moved to adjourn the meeting until Monday, August 9, 2010. The motion was seconded by Commissioner Dunevant and passed by a 5 – 0 vote at 8:05 p.m.

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**Tony M. Dennis, Chairman**

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**Tyler Brummitt, Clerk**



